

Electronically Recorded

Tarrant County Texas

Official Public Records

9/15/2010 1:07 PM

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Suzanne Henderson

Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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Electronically Recorded
Chesapeake Operating, Inc.

AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, Carmaleta Whiteley, herein dealing in her sole and separate property, whose address is 2828 Hood Street, Residence #606, Dallas, Texas 75219 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated May 24, 2007, unto Dale Property Services, L.L.C., which is recorded as Document Number D207194347 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, the Lease was assigned from Dale Property Services, L.L.C. to Chesapeake Exploration, L.L.C. ("Chesapeake") by Conveyance recorded D207376397 of the Official Public Records of Tarrant County, Texas;

WHEREAS, Chesapeake exercised the option to extend as provided for in Paragraph 13 of the Lease so that the primary term of the Lease is three (3) years;

WHEREAS, Chesapeake further assigned the Lease to Parallel Petroleum Corporation, now Parallel Petroleum LLC by merger ("Parallel"); and Wes-Tex Drilling Company, L.P. ("Wes-Tex") by Partial Assignment and Bill of Sale recorded as Document No. D208127284 of the Official Public Records of Tarrant County, Texas;

WHEREAS, Chesapeake conveyed an undivided 25% of its interest to TOTAL E&P USA, INC. ("TOTAL") by Assignment, Bill of Sale and Conveyance recorded D210019134 of the Official Public Records of Tarrant County, Texas;

WHEREAS, Chesapeake, Parallel, Wes-Tex and TOTAL are collectively referred to herein as ("Lessee");

WHEREAS, Lessor and Lessee do hereby desire to extend the primary term of the lease by an additional two (2) years making the primary term five (5) years.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby wish to add paragraph 14 to the Lease as follows:

"14. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of the lease, or any extension thereof under the provisions of paragraph 13 above, this lease has not been, or is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional 2 year(s) by paying or tendering to Lessor a consideration of a cash bonus in hand paid. Said payment or tender shall be made on or before the expiration date of the primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years."

It is understood and agreed by all parties hereto that in all other respects, the Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm the Lease as hereby amended, and Lessor does hereby lease, let and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as hereby amended.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. If the counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

IN WITNESS WHEREOF, this instrument is dated and made effective for all purposes as of the 24th day of May, 2007 ("the Effective Date"), irrespective of the date the same was executed and acknowledged by the parties hereto.

LESSOR: Carmaleta Whiteley

Carmaleta Whiteley

By: CARMALETA WHITELEY

LESSEE:

Chesapeake Exploration, L.L.C.

By: [Signature]

Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel

cm on 9/8

Parallel Petroleum LLC

a Delaware limited liability company

By: [Signature]

John S. Rutherford
As: Vice President

Wes-Tex Drilling Company, L.P.
a Texas limited partnership

By: Wes-Tex Holdings, LLC
General Partner

By: [Signature]
As: David Morris
Vice President

~~TOTAL E&P USA, INC., a Delaware corporation~~

By: [Signature]

~~Eric Bonnin, Vice President- Business Development and Strategy~~

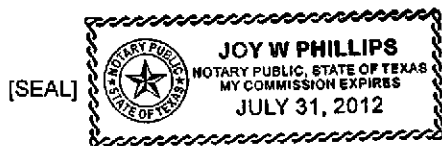
TOTAL E&P USA, INC.

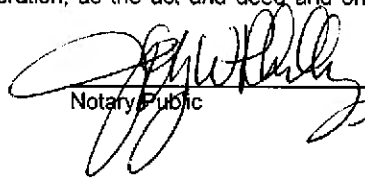
By: 
Name: Eric Bonnin
Vice President, Business Development & Strategy
Title:

ACKNOWLEDGMENTS

STATE OF TEXAS)
) s:
COUNTY OF Texas)

The foregoing instrument was acknowledged before me this 30th day of August 2010, by Eric Bonnin, Vice President, Business Development & Strategy of TOTAL E&P, USA, Inc., a Delaware corporation, as the act and deed and on behalf of such corporation.




Notary Public

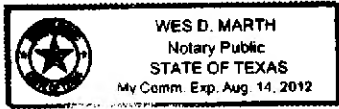
Acknowledgments

STATE OF Texas

COUNTY OF TARRANT

This instrument was acknowledged before me on 24th day of May, 2010, by CARMALITA WHITELEY, herein dealing in her sole and separate property

Wes D. Marth
Notary Public State of Texas

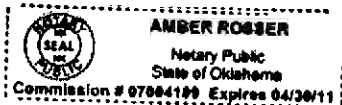


STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 19th day of July, 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership, LLC, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

Amber Rosser
Notary Public, State of Oklahoma
Notary's name (printed): Amber Rosser
Notary's commission expires: 4/30/2011

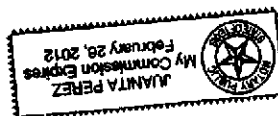


THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this the 8th day of June, 2010, by John S. Rutherford, Vice President of Parallel Petroleum LLC, a Delaware limited liability company, on behalf of said company.

Given under my hand and seal the day and year last above written.

Juanta Perez
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



LESSOR: Carmaleta Whiteley

By: _____

LESSEE:
Chesapeake Exploration, L.L.C.

By: _____
Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel




Parallel Petroleum LLC
a Delaware limited liability company

By: John S. Rutherford
As: Vice President

Wes-Tex Drilling Company, L.P.
a Texas limited partnership

By: Wes-Tex Holdings, LLC
General Partner


By: David Morris
As: Vice President

~~TOTAL E&P USA, INC., a Delaware corporation~~

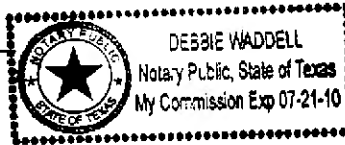
~~By: _____
Eric Bonnin, Vice President- Business Development and Strategy~~

THE STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

This instrument was acknowledged before me on this the 23rd day of June, 2010, by David Morris, Vice President of Wes-Tex Holdings, LLC, General Partner of Wes-Tex Drilling Company, LP, a Texas limited partnership, on behalf of said corporation

Given under my hand and seal the day and year last above written.

Debbie Waddell
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



STATE OF TEXAS)
)
COUNTY OF HARRIS)

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for the State of Texas